

**REQUEST FOR PROPOSALS
AND CONTRACT DOCUMENTS FOR
NON-EXCLUSIVE CAR RENTAL CONCESSION
Wichita Falls Municipal Airport
City of Wichita Falls, Texas**



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Wichita Falls Municipal Airport

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I. INSTRUCTIONS TO PROPOSERS / RFP PROCESS

A. PURPOSE

The purpose of these Request For Proposals ("RFP") Instructions is to furnish general information to prospective Proposers concerning the proposing and awarding of nonexclusive rental car concession privileges at Wichita Falls Municipal Airport ("Airport"). These Instructions are not intended to completely define the proposed contractual relationship to be entered into by the City of Wichita Falls ("City") and successful Proposers. The City is the owner and operator of the Airport in Wichita Falls, Texas. Proposers are referred to the attached sample form of Agreement which the City may enter into with the successful Proposers. The final Agreement will be similar in form to the attached sample. The City reserves the right to make changes to the RFP prior to the final addendum at the sole discretion of the City.

The City will review and evaluate each proposal to determine whether the proposal has been submitted in accordance with these Instructions. The City may, in its sole discretion, deem proposals not submitted in accordance with these Instructions to be non-responsive, and may reject all non-responsive proposals.

The City reserves the right to reject all or portions of any or all proposals, to waive irregularities and technicalities, to re-advertise or to proceed to provide the services otherwise in the best interest of the City. The City may seek additional information or perform investigations as it deems necessary. The City may, at its sole discretion, modify or amend any and all provisions herein.

B. GENERAL INFORMATION

The Airport is a commercial service airport in serving north central Texas located approximately five miles north of downtown Wichita Falls. The Airport is currently served by American Eagle. This carrier offers approximately 6 to 10 arriving and departing flights daily to and from Dallas. The Airport also serves general aviation traffic, including extensive corporate, business and military travel. The Wichita Falls Municipal Airport is under a lease and joint use agreement with the United States Air Force, the Airport is located on the south-east corner of Sheppard AFB, Wichita County, Texas. The Airport has a total of four runways. The longest runway is 15R/33L which is 13,000' long, 300' wide. The City specifically leases Runway 17/35 which is 7,000 feet long and 150' wide. All runways are available to civilian aircraft if necessary.

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The terminal building includes approximately 18,000 square feet of enclosed space and consists of passenger ticketing, waiting and screening areas, vending, baggage claim, administrative offices and currently has two rental car counters located on either side of the main passenger waiting area. A third rental car counter will be constructed if there are three successful proposers.

The City's lease and joint use agreements for the airport commenced on May 15, 2009 and expire on May 14, 2059. The city's lease with Sheppard is a mandatory attachment to any leases the City executes including any rental car concession agreements.

The Airport currently hosts two on-airport rental car operators, Budget and Hertz. Additionally, Enterprise Rent-A-Car operates off of the Airport property. The City desires to enter into Agreements for the purpose of providing for the operation of first-class, non-exclusive rental car concessions in the commercial passenger terminal at the Airport. Concessions shall provide to the traveling public and airport users "passenger- type" rental vehicles as stated in the sample agreement. This RFP document contains up to three (3) opportunities in the passenger terminal building.

Dual Branding shall be permitted under this RFP by those companies that wholly own (100% ownership interest) two rental car brands. Any Proposer wishing to dual-brand must provide evidence of ownership. Those wishing to dual brand will be required to bid for and work from a single counter, utilize a single ready and return area and service facility if available. Dual branding shall only be permitted for those who bid dual brands under this proposal. Proposers who have not bid dual brands hereunder will not be allowed to operate as such during the term of any agreement awarded pursuant to this process. If a Proposer bids dual brands its Minimum Privilege Fee and Gross Receipts/Gross Revenues as identified in the sample agreement shall include the combined figures of both brands.

C. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on Wednesday, March 3, 2010 at 10:30 a.m. central time in the Airport Administration Conference Room, located at the Terminal Building at the Airport in Wichita Falls, Texas. All interested Proposers are encouraged to attend this conference. **All questions or comments concerning these Instructions, exhibits, appendices, Sample Agreements, and any clarifications or amendments to these Instructions must be in writing.** All questions and comments must be received no later than 5:00 p.m. Friday **March 5, 2010**. Address questions/comments to:

By e-mail, U.S. Mail, FedEx, UPS, fax, or ground/hand delivery:

Peggy Gahagan

Purchasing Agent
City of Wichita Falls, Texas
1300 Seventh Street, Room 202A
Wichita Falls, Texas 76301
e-mail: peggy.gahagan@wichitafallstx.gov
Fax: (940) 761-7688

The City reserves the right to extend the proposal submittal date if needed. The City intends that all changes and/or clarifications will be distributed in the form of addenda by **March 10, 2010**.

D. FACILITIES (See Exhibits A1, A2 and A3)

Each Concessionaire will have one counter space in the terminal building. Each Concessionaire will also receive office space if desired near the baggage claim area of the terminal (**Exhibit A1**). Each company will have ready return parking spaces in the designated parking areas near the terminal building and storage space. Although the City may consider a number of factors in awarding the Concession Agreements, the location of counter and office space in the terminal building will be awarded to the Proposers in rank order with the Proposer offering the highest minimum guarantee for the three year term of the agreement having first choice, the Proposer offering the second highest total minimum guarantee for the three year term having second choice and so on.

The City will have available 9 total Return spaces in front of the Terminal Building (**Exhibit A2**). . Each successful proposer will receive 3 Return spaces. The location of the Return spaces will be awarded to the Proposers in rank order with the Proposer offering the highest minimum guarantee for the full three year term of the agreement having first choice, the Proposer offering the second highest total minimum guarantee for the three year term second choice and so on.. Proposers will be charged a rental fee of \$30 per month for each space.

The City currently has 40 Ready/Return/Storage spaces available located along the north fence of the Airport. These 40 spaces will be allocated among the successful Proposers on the basis of the proportion each Proposer's total minimum guarantee for the full three years bears to the total of all guarantees for all successful Proposers. Proposers will be charged a rental fee of \$30 per month for each space. (**Exhibit A3**).

Additionally, the City has 45 parking spaces available for storage of successful Proposer's vehicles in the employee lot. Proposers will be allowed to rent up to 15 spaces each @ \$15.00 per space per month.

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The City currently has one service facility available for one on-airport car rental company's use and acreage for designation of two more if desired. A Concessionaire will be allowed to lease only one facility. The choice for the facilities will be given to the Proposers in rank order with the Proposer offering the highest minimum guarantee for the three year term of the agreement having first choice, the Proposer offering the second highest total minimum guarantee for the three year term having second choice and so on. The lease agreement for the service facility will be a separate agreement from the Car Rental Concession Agreement. The rent for the current facility will be \$200 per month and the rent for the new facility ground lease will be \$200 per month. **(Exhibit A4)**

Additionally, The City may make available adequate land space for a designated combined rental car service/storage facility if desired by the successful proposers. The facility would be a combined use facility for all on-airport Concessionaires to service, fuel and store vehicles.

E. TERM

The term of each Concession Agreement shall be three years. The term will commence on **May 1, 2010** and terminate on April 30, 2013 as set forth in the sample agreement.

F. MINIMUM QUALIFICATIONS

In order to ensure a high level of service to the traveling public, the City will consider only proposals from organizations with experience in the rental car business. Therefore, each Proposer must demonstrate that (a) it has been engaged in the retail rental car business for at least the last three (3) years, (b) it can provide a fleet of no less than 25 rental cars at Wichita Falls Municipal Airport, and (c) it has produced gross revenues of at least \$100,000 in each of the past three years. Proposals from Proposers who fail to meet these minimum qualifications shall not be considered. Franchise Proposers must provide the required information on financial capabilities, franchise operations, and may include information on the operations of the franchisor. Franchisees shall include a letter from franchisor granting approval to propose at the Airport.

G. COMPENSATION

Privilege Fee:

Compensation to the City shall be the greater of the minimum monthly guarantee (one- twelfth the minimum annual guarantee) and ten (10) percent of gross revenue. The minimum monthly guarantee shall be paid by the first calendar day of the month, and each month thereafter throughout the lease term. The ten (10) percent of gross revenue in excess of the minimum monthly guarantee shall be paid to the City by the 20th calendar day of the succeeding month. The total minimum monthly guarantees paid to City during the fiscal year will be reconciled annually after year end, with the Proposer ' s total privilege fee required to be paid and if the Proposer paid more than the greater of their proposed minimum annual guarantee or ten (10) percent of gross a credit or refund will be given by the City.

H. REQUIRED USE OF CONCESSION SPACE

The City seeks to award up to three (3) rental car concession agreements. A detailed statement of the privileges granted and the rights, privileges, and obligations of each Concessionaire are set forth in the Sample Non-Exclusive Rental Car Concession Agreement.

I. MINIMUM SERVICES AND OPERATING REQUIREMENTS

1 Obligation to Rent Motor Vehicles. The Concessionaire shall exercise the privilege granted to Concessionaire in this agreement of renting motor vehicles and accordingly, shall, during the entire term of this agreement, rent for consideration, non-chauffeured motor vehicles to the public at and from the premises leased herein at the Airport. Further, the Concessionaire shall take all reasonable measures, within proper business practices, to maintain, develop and increase its business of renting non-chauffeured motored vehicles to the public at and from the premises leased herein at the Airport.

2 Quality of Service. The Concessionaire agrees it will conduct a first-class operation and will provide the public with good, prompt and efficient service hereunder including, but not limited to, an adequate supply and variety of late model and low mileage motor vehicles which shall be maintained by the Concessionaire in first-class operating and mechanical condition and repair and in clean and attractive condition.

3 Personnel. The Concessionaire shall retain an active, qualified, competent and experienced manager or other similar authorized representative at the Airport or elsewhere in the area to manage and supervise the concession granted herein and to coordinate all concession activities with Airport Management. The

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Concessionaire shall, at all times, employ and provide trained personnel adequate to conduct the concession in a first-class manner. All personnel of Concessionaire shall present a neat and clean appearance, shall have on their person such identification as may be required by the City, and shall be courteous and efficient in the discharge of their duties, in order to promptly and efficiently serve the public and to provide a high quality of operation. The Concessionaire, its agents, servants, and employees shall conduct themselves in an orderly and proper manner so as not to disturb, annoy, or offend others at or about the Airport. Upon notification by the Airport Administrator of any violation of this paragraph the Concessionaire shall forthwith take all necessary steps to remove the cause of violation.

4 Condition Concerning Hours of Labor. Concession operations shall be open to the public on any day there are scheduled flights. Minimum of counter service operations are from at least one half (1/2) hour prior to first scheduled airline departure until one-half hour after last airline arrival.

5 Operation of Motor Vehicles by Authorized Personnel. Concessionaire shall make sure that personnel and authorized representatives do not race, speed, or operate motor vehicles in an unsafe manner on Airport property. Any violations observed by City will be reported to Concessionaire's appointed manager for immediate correction and discipline by Concessionaire. Should this behavior continue, City shall have the option of requesting that said employee be removed from the premises.

6 Care of Area. The Concessionaire covenants and agrees to maintain all premises leased by it at the Airport in a neat, clean, safe, sanitary condition at all times.

7 Intoxicants. Concessionaire shall not keep, sell, store, or permit the keeping, selling, storing, or consumption of any narcotics, beer, liquor, wine, or other narcotic or intoxicating materials in, on, or about the leased premises.

8 No Diversion/Solicitation. Concessionaire shall not, through its officers, agents, representatives or employees, divert or cause to be diverted any prospective concession patrons from the Airport to another location. If any such diversion does occur, the diverted transaction shall be deemed to have occurred at the Airport. Additionally, Concessionaire shall not, through its officers, agents, representatives or employees engage in the solicitation of, or pressure sales tactics for, services offered on or about the Airport.

9. Concessionaire shall fully comply with the proposed Customer Facility Charge (CFC) Resolution which requires collection of the Customer Facility Charge established as a transaction/day fee that will be charged to rental car

customers by the operator and remitted to the City monthly.

10. Operations shall fully comply with all Transportation Security Administration (TSA) and Federal Aviation Administration (FAA) regulations, including security requirements and Airport Rules and Regulations. Employees may be badged in accordance with City security procedures and regulations and shall fully comply with Transportation Security Administration Regulation 49 CFR Part 1542 regarding conduct and access to the Airport Operations Area (AOA).

J. UTILITIES/JANITORIAL/MAINTENANCE

The City shall provide and maintain water, sewer, general lighting, electrical power, and heating and air-conditioning for the Terminal Building and make them available to concession space. Additionally, the City shall provide general lighting for the ready and return spaces. Successful Proposers shall be solely responsible for additional lighting, electrical power, telephone outlets, or adjustments to the air conditioning system in their rented space of the terminal building with the written approval of the Airport Administrator. Successful Proposers shall be responsible for providing janitorial services within their rented space. Successful Proposers shall be responsible for transporting all trash to the City-designated refuse containers in a manner satisfactory to the City.

Successful Proposers shall be responsible for payment of any or all utility meters, taps, and services including repair and maintenance in the service/storage area at its sole expense.

K. AFFIRMATIVE ACTION

Disadvantaged Business Enterprise Program

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, Subpart F, the City has implemented a Disadvantaged Business Enterprise (DBE) concession plan under which qualified firms may have the opportunity to operate an airport business. DBE firms are encouraged to submit proposals for this concession opportunity.

L. CONCESSION SPACE DEVELOPMENT

In the Terminal Building, successful Proposers will be required to install all counter inserts in the public counter area and in office space, all necessary furnishings, fixtures, trade fixtures, equipment, and signage necessary to operate a first-class concession. **All plans and specifications, materials and color selections are subject to review and approval by the Airport Administrator.**

M. PERFORMANCE BOND

Successful Proposers shall maintain in effect at all times during the term of the Agreement, a valid corporate performance bond, or such other acceptable surety at the City's sole discretion in the amount equal to three (3) months of the minimum monthly compensation.

N. INSURANCE

Successful Proposers shall maintain in effect at all times during the term of the Agreement, insurance in the following amounts:

Comprehensive General Public Liability	\$3,000,000 per each occurrence \$5,000,000 aggregate limit
Comprehensive Automotive Liability	\$3,000,000 per each occurrence
Worker's Compensation	Texas Statutory Requirements

See the attached sample agreement (under Section #18.1) for insurance details. The City may reasonably require other insurance.

O. AWARD OF CONCESSION AGREEMENT

Concession Agreements will be awarded to the three (3) highest qualified Proposers who submit proposals most favorable to the City based upon the minimum requirements. The attached Sample Agreement is preliminary and subject to change by the City until execution of the Agreement.

Each successful Proposer shall furnish the City with a performance guarantee and certificates of insurance no later than **April 16, 2010** and an executed agreement within fourteen (14) calendar days of receipt of such Agreement from the City.

P. CONFIDENTIALITY OF RECORDS

Proposers must identify each portion of their proposals which they deem confidential, or which contain proprietary information, patents, or patents pending, copyrights, or trade secrets. Proposers must provide justification of what materials, upon request, should not be disclosed by the City. City records may be subject to disclosure to the public under the Texas Open Records Act. The City may use or disclose the data submitted by each Proposer for any purpose, unless its use is so identified and restricted by a Proposer. The Proposers' opinion of proprietary information is not binding on the City.

II. PROPOSAL SUBMITTAL INFORMATION AND REQUIREMENTS

A. PROPOSAL SUBMITTAL

Sealed proposals will be received at the OFFICE OF THE PURCHASING addressed to PEGGY GAHAGAN Purchasing Agent, CITY OF WICHITA FALLS, TX, 1300 Seventh Street, ROOM 202A, WICHITA FALLS, TEXAS 76301, or via hand delivery on or before **12:00 p.m., central time, Friday March 26, 2010**. All Proposals shall be clearly marked **RFP #02-10. On-Airport Car Rental Concession at Wichita Falls Municipal Airport**. Proposals will be opened immediately after the closing deadline at the same location in Wichita Falls, Texas. Proposers to be considered by the City must submit all of the following:

One (1) original document and four (4) photocopies of its proposal including:

1. The Proposal Checklist.
2. Completed and signed Proposal Form, with all attachments.
3. A proposal surety of Five Thousand dollars \$5,000.00 payable to The City of Wichita Falls, Texas
4. Completed Qualifications and Experience Questionnaire with all attachments.
5. If applicable, a copy of DBE certification
6. If applicable, certificates stating that all addenda have been received.

Proposer must respond to all of the requirements of the applicable specifications herein. If Proposer fails to do so, proposals may be deemed non-responsive and may be rejected by the City on that basis. After proposal submittal, each Proposer **may not** withdraw its proposal until a final Agreement has been fully executed by successful Proposers.

B. PROPOSAL SURETY

Each Proposer shall submit to the City with its Proposal, a Proposal Surety, in the form of a certified check, cashier's check, or other acceptable collected funds

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payable to City of Wichita Falls in the amount of Five Thousand (\$5,000.00) dollars.

Proposal sureties are required as a guarantee that successful Proposers will execute a formal Agreement with the City. Proposal sureties of all unsuccessful Proposers shall be returned as soon as successful Proposers have been determined and Agreements awarded, or, in the event that all proposals are rejected, within ten (10) days after the date of rejection.

Proposal sureties of each successful Proposer will be held to guarantee execution of an Agreement and the furnishing of a Performance Bond. Proposal sureties may be retained by the City as liquidated damages in the event that such Proposer fails to execute an Agreement or to furnish said Performance Bond. Proposal sureties will be returned to each successful Proposer after execution of an Agreement and delivery of said Performance Bond.

C. PROPOSAL REJECTION AND DISQUALIFICATION

The City may in its discretion reject or disqualify proposals. The following list is not exhaustive but includes:

1. Failure to provide complete documentation as required.
2. Evidence of Collusion. For purposes of this RFP, collusion shall mean illegal cooperation to cheat or deceive and is not the coordination that takes place between brands owned by the same company.
3. Default or termination of other contracts.
4. Lack of ability to operate as proposed.
5. Omissions or fraudulent statements.
6. Current or past outstanding overdue debts to City of Wichita Falls.
7. Other causes as deemed relevant by the City.
8. The City reserves the right to reject any and all proposals.
9. Failure to meet the Minimum Qualifications in Section I. (F)
10. Failure to submit the Proposal Surety

III. PROPOSAL EVALUATION

A. EVALUATION CRITERIA

An evaluation committee will review the merits of proposals in accordance with the evaluation criteria listed below. Failure to provide information requested in this RFP may result in disqualification of a proposal. The sole objective of the evaluation committee will be to evaluate the responsiveness of each Proposer to the requirements of the RFP. Proposal criteria shall be evaluated in rank order of importance as listed below:

- a. The sum total of the minimum annual guarantees proposed for the three-year term of the Non-Exclusive Rental Car Concession Agreement.
- b. Previous background and experience of Proposers with respect to the minimum qualifications.
- c. Previous background or history of default or arrearage in previous or existing agreements with the City of Wichita Falls.

B. PROPOSER RESPONSIBILITY

Should a prospective Proposer find a discrepancy, or discrepancies in, or omissions from the Instructions to Proposers, the sample form of Agreement, or any drawings relating thereto, or should a Proposer be in doubt as to their meaning, Proposer shall at once notify in writing the City, who will then develop any necessary clarifications or addenda. **The City will not be responsible for any oral instructions or interpretations given by or to anyone whomsoever.**

Proposers are expected to familiarize themselves with the locations of the premises, and if applicable, mechanical, electrical, plumbing, fire protection, and base building details in connection with this operation.

Any prospective Proposer desiring to submit a proposal for the operation of a concession shall examine the terms of these Instructions to Proposers, sample agreement, and other materials and shall judge for themselves all the circumstances and conditions affecting their proposal. **Failure on the part of any Proposer to make such thorough examination or to investigate thoroughly the conditions of the proposal shall not be grounds for a declaration that the Proposer did not understand the proposal package.**

Proposals may be disqualified by the City if the Proposer is in default or arrearage

or has a history of defaults or arrearage under any previous or existing agreement with the City or if any unresolved monetary claims by the City exist against the Proposer or if Proposer is unable to evidence financial capabilities.

The City **cannot** predict the effect that future air carrier expansions, contractions, or relations will have on concession activity under any Agreement. Each Proposer is cautioned, therefore, to use its discretion when proposing.

C. EVALUATION OF PROPOSALS BY CITY

In the event the City desires further information or clarification regarding any proposal, the City may request such information from Proposer or, at its option, elect to interview one or more of the Proposers. Interviews will be based on the RFP and information provided in Proposer's proposal as well as other information requested by the City. The City will only conduct interviews as it deems necessary.

IV. DOCUMENTS AND ITEMS TO BE SUBMITTED WITH PROPOSAL

A. CHECKLIST OF ITEMS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL.

The following forms and questionnaires are to be completed, fully executed, signed, and returned **with your proposal.**

1. **PROPOSAL FORM**
() Proposal Form
2. **PROPOSAL SURETY**
() Cashier's Check, certified check or other acceptable collected funds payable without condition to City of Wichita Falls, in the amount of Five Thousand Dollars (\$5,000.00).
3. **QUESTIONNAIRES/FORMS**
() Qualifications and Experience Questionnaire. Attach any other information such as other relevant business or franchise experience, references, awards, and history.

() If applicable, copy of DBE Certification
4. **ADDENDA SHEET(S) (If Applicable)**
() If applicable, copy of Addendum Sheet(s)

B. **PROPOSAL FORM**

**NON-EXCLUSIVE RENTAL CAR CONCESSION AGREEMENT
Wichita Falls Municipal Airport**

TO: MS. PEGGY GAHAGAN, PURCHASING AGENT
CITY OF WICHITA FALLS, TEXAS 1300 SEVENTH STREET, ROOM 202A
WICHITA FALLS, TEXAS 79601

Dear Ms. Gahagan:

The undersigned, having examined the Instructions to Proposers, the Sample Non-Exclusive Rental Car Concession Agreement, and any and all related documents for the proposed non-exclusive operation of rental car concessions at Wichita Falls Municipal Airport, Wichita Falls, Texas, and having become familiar with the proposed sites therefor and operations thereof, hereby proposes to pay monthly to the City during the three year term of the Non-Exclusive Rental Car Concession Agreement, ten percent (10%) of its monthly "Gross Receipts" as defined in the Sample Agreement, or one-twelfth of the following minimum annual guarantee (cannot be less than \$70,800 per year), minimum bid for each month as outlined in Section I. (G), "Payments by Concessionaire", for each year of the three year term as indicated, whichever is greater:

May 1, 2010 - April 30, 2011

(Amount in words) _____

(Amount in numbers) _____

May 1, 2011 - April 30, 2012

(Amount in words) _____

(Amount in numbers) _____

May 1, 2012 – April 30, 2013

(Amount in words) _____

(Amount in numbers) _____

The undersigned agrees to execute the formal Non-Exclusive Rental Car Concession Agreement. Attached hereto is a (certified) (cashier's) check in the amount of Five Thousand Dollars (\$5,000.00) payable without condition to City of Wichita Falls, which may be retained by City of Wichita Falls as liquidated damages, and not as a penalty, in the event of failure of the undersigned to execute the Non-Exclusive Rental Car Concession Agreement and otherwise to comply with the Instructions to Proposers.

The undersigned hereby acknowledges receipt of copies of the Sample Non-Exclusive Rental Car Concessionaire Agreement, and Instructions to Proposers

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for the rental car concession and that the same have been reviewed prior to the execution of this proposal; that the premises at the terminal building at the Airport proposed to be devoted to this privilege, and the plans showing the layout of proposed Rental Car concession premises, have been inspected by the undersigned, who has become thoroughly familiar herewith and with the proposed method of operation. The undersigned further:

- (a) acknowledges the right of the City in its sole discretion to reject any or all proposals submitted, and that an award may be made to a Proposer other than one of the highest monetary Proposers if all other conditions and requirements are not met;
- (b) acknowledges and agrees that the discretion of the City in selection of the successful Proposers shall be final, not subject to review or attack, and
- (c) acknowledges that this proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the Proposer acknowledges that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to the City of any and all information sought in such inquiry or investigation.

Dated at _____
this _____ day of _____ 2010.

Signature of Proposer: _____

If an individual: _____
Doing business as _____

If a partnership: _____
Doing business as _____
By: _____
(General Partner)

If a corporation: _____
By: _____
Title: _____

If a limited liability company: _____
By: _____

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Title: _____

Address of Proposer: _____

Telephone: _____

C. QUALIFICATIONS AND EXPERIENCE FORM
NON-EXCLUSIVE RENTAL CAR CONCESSION AGREEMENT
Wichita Falls Municipal Airport
(TO BE USED BY ALL PROPOSERS)

I. GENERAL INFORMATION

The Proposer hereby certifies that all statements and all answers to questions herein are true and correct. All information requested in this questionnaire **MUST** be furnished by the Proposers and **MUST** be submitted with the Proposal Form. Statements must be complete, accurate and in the form requested.

- A. Name and address of Proposer exactly as it should appear on the Rental Car Concession Agreement: _____

- B. Address of Proposer, if different from above, for purposes of notice or other communication relating to the proposal and Non-Exclusive Rental Car Concession Agreement. (If Proposer is other than an individual, provide the name of an individual who can answer for Proposer):

Telephone number: _____

- C. Proposer intends to operate the Rental Car Concession as a corporation (____); partnership (____); sole proprietorship (____); or _____

Explain: _____

- D. Dual Branding: Indicate if you are submitting a proposal for two rental car brands which are wholly owned (100% ownership interest) by you. Any Proposer wishing to dual brand must provide evidence of ownership and should provide information as required herein for each brand.

CORPORATION STATEMENT

If a corporation or a corporation-in-information, answer the following:

1. When incorporated? _____
2. Where incorporated? _____
3. Is the corporation authorized to do business in Texas?
Yes (_____) No (_____) If so, as of what date? _____
4. Furnish the following information about the principal officers and any shareholders with 5% or more ownership of the corporation.

NAME	TITLE	ADDRESS
------	-------	---------

5. Name and address of agent for process in the State of Texas:

LIMITED LIABILITY COMPANY

If limited liabilities company (LLC) or an LLC-in-information, answer the following:

1. When formed? _____
2. Where formed? _____
3. Is the LLC authorized to do business in Texas?
Yes (_____) No (_____) If so, as of what date? _____
4. Furnish the following information about the principal officers and any members with 5% or more ownership of the company.

NAME	TITLE	ADDRESS
------	-------	---------

5. Name and address of agent for process in the State of Texas:

PARTNERSHIP STATEMENT

If a partnership, answer the following:

1. Date of organization? _____
2. General Partnership(____) Limited Partnership (____)
3. Has the partnership done business in Texas? Yes (__) No (__)
4. Name and address of each general partner:
NAME ADDRESS

JOINT VENTURE

If a joint venture, answer the following:

1. Date of organization? _____
2. Has the joint venture done business in Texas? Yes (_____) No (_____) _____
3. Name and address of each joint venture:
NAME ADDRESS

SOLE PROPRIETORSHIP

If sole proprietorship, furnish the following:

1. Proprietor's name in full: _____
2. Address: _____

3. Company name: _____
4. Company address: _____
5. How long in business under this company name? _____

II. STATEMENT OF QUALIFICATIONS AND EXPERIENCE INSTRUCTIONS

For each question that requires an attachment, please restate the paragraph number, e.g., Attachment II, C, and the corresponding question.

Section II,D. II,E. and II,F. are optional for Companies currently operating a Rental Car Concession on Airport at Wichita Falls Municipal Airport.

A. Name of Proposer: _____
Address: _____

Telephone: _____

B. Indicate below if you are certified as a Disadvantaged Business Enterprise
Yes (____) No (____)

C. Number of years Proposer has performed rental car services.

D. Describe the nature of your experience in the operation of facilities and state the number of persons you currently employ in such operations. (Attach answer as Attachment II, D.)

E. Submit a list of the five (5) largest locations where you have operated rental car concessions within the last five consecutive years, giving the dates of operation for each location and the gross revenues for each operation for the last three years. List airport rental car concessions separately. (Attach answer as Attachment II, E.)

F. Give names, address, and telephone numbers for landlords, if any, for all operations listed in Paragraph E above. (Attach answer as Attachment II, F.)

G. Give name, location, and date of all contracts for all rental car operating contracts, if any, that have been terminated within the past five years, for any reason, either voluntarily or involuntarily, prior to the expiration of their term; also list any judgments terminating concession agreements operated by you within the past five years. If none, indicate "none" here_____. (Attach separate sheet, if necessary, as Attachment II, G.)

H. Name and experience of key personnel of Proposer:

NAME	TITLE	EXPERIENCE
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(If additional space is needed, attach answer as Attachment II, H.)

I. Do you have a nationwide reservation system? Yes () No ()

J. State the number of cars that your organization proposes to use at the Airport.

K. State the names of your credit card affiliations

L. State the number and locations of your operating outlets and facilities in the City of Wichita Falls area, if any.

M. State the number of rental cars owned by your company in your existing fleet and registered with City of Wichita Falls.

III. FINANCIAL INFORMATION

RFP 02-10 Rental Car Concession

A. Financial Statements.

All Proposers must provide financial statements for their organizations for at least the last two fiscal years. Included therein shall be information naming the principals, their addresses and telephone numbers, and local and Municipal management personnel and their addresses and telephone numbers. The City reserves the right to confirm and request clarification of all information provided. Incomplete disclosures may deem a proposal to be non-responsive. (Attach statements as Attachment III, A.)

B. Surety Information. Have you ever had a bond or surety canceled or forfeited?

Yes (☐) No(☐) If yes, state name of bonding company, date, amount of bond, and reason for such cancellation or forfeiture. Provide information, including name of bonding company or reference that indicates your ability to qualify for, obtain, and submit the Performance Bonds that must be submitted to City of Wichita Falls if you are awarded this concession privilege. (Attach answer, if any, as Attachment III, B.)

C. Bankruptcy Information. Has the organization, corporation, partnership, or principal owners of the organization ever declared bankruptcy? Yes (☐) No (☐) If yes, give details including date, court jurisdiction, amount of liabilities, and amount of assets. (Attach answer, if any, as Attachment III, C.)

D. Confidentiality of Records. Proposer should give specific attention to the identification of any portions of their Proposal which they deem confidential, or which contains proprietary information or trade secrets, copyrights, patents, or patents pending. Proposer should provide justification of why materials, upon request, should not be disclosed under the Texas Open Records Act. The City may otherwise use or disclose the data submitted by each Proposer. The Proposer's opinion of proprietary information is not binding on the City. (Attach as Attachment III, D.)

The undersigned hereby attests to the truth and accuracy of all statements, answers, and representation made in this questionnaire, including all supplementary statements attached hereto (individual, partner, joint venture, authorized officer of corporation).

By: _____
Title: _____

By: _____
Title: _____